

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT
OF 1996**

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, INC.

**d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA,
AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,
AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND
AT&T TENNESSEE**

AND

ITC^DELTACOM COMMUNICATIONS, INC.

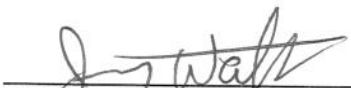
d/b/a ITC^DELTACOM D/B/A GRAPEVINE

The Interconnection Agreement dated September 26, 2003 by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T") and ITC^DeltaCom Communications, Inc., d/b/a ITC^DeltaCom d/b/a Grapevine ("ITC^DeltaCom ") ("Agreement") effective in the state of South Carolina is hereby amended as follows:

1. The name of ITC^DeltaCom Communications, Inc., d/b/a ITC^DeltaCom d/b/a Grapevine (ITC^DeltaCom) in the Interconnection Agreement is hereby deleted throughout the Interconnection Agreement and replaced with DeltaCom, Inc. (DeltaCom).
2. Section 2.1 of the General Terms and Conditions is amended by adding the following section:
 - 2.1.1 Notwithstanding anything to the contrary in this section 2.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from January 14, 2008 until January 14, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from DeltaCom by AT&T pursuant to the Agreement's early termination provisions, or by mutual agreement of the parties.
3. DeltaCom acknowledges and agrees that it will amend the Agreement to reflect future changes of law, in conformity with the change of law provisions of the parties' underlying Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. In entering into this Amendment neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. This Amendment shall be filed with and is subject to approval by the Commission and shall become effective "on the date of the last signature executing the Amendment".

DeltaCom, Inc.

**BellSouth Telecommunications, Inc. d/b/a
AT&T South Carolina**

By: 

By: 

Name: Jerry Watts

Name: Kristen E. Shore

Title: Vice President

Title: Director

Date: July 2, 2008

Date: 7/16/08

OCN#

ACNA

South Carolina 7727, 4614, 4621

DLT